

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Tyco Healthcare Group LPApplication No./Patent No.: 10/709,297 Filed/Issue Date: April 27, 2004Entitled: **SURGERY DELIVERY DEVICE AND MESH ANCHOR**Tyco Healthcare Group LP, a Partnership  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: John I. Shipp To: Sorbx LLC  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: Sorbx LLC To: Covidien AG  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Covidien AG To: Tyco Healthcare Group LP  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Mark Farber

Signature

Mark Farber

Printed or Typed Name

May 19, 2008

Date

(203) 492-5000

Telephone Number

Assistant Secretary

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

# UNITED STATES PATENT ASSIGNMENT

This United State Patent Assignment ("Assignment") made by John I. Shipp, inventor, a citizen of the United States, residing in the State of Florida (hereinafter referred to as "Assignor")

Whereas, Assignor is the owner of the United States Patents listed below.

## **Absorbable Tack for Hernia Mesh Fixation - 10/709,297**

Whereas, **SORBX LLC**, a Nevada Limited Liability Company (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest of the assignor in and to the aforesaid Patent Applications.

### Recitals

Whereas, Assignor owns the entire right, title and interest in and to the United States patent application ("Application") and the inventions ("Inventions") therein disclosed and claimed (collectively, the "Applications and Inventions"), and has the unrestricted right to sell, assign and transfer such Applications and Inventions, and

Whereas, Assignee is desirous of acquiring the entire right, title and interest in and to the Applications and Inventions.

### Assignment

Now, therefore, for one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns Assignor's entire right, title and interest in and to the Applications and Inventions in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and in and to any and all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted therefore or thereon, for the full term for which said letters patent may be granted, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if his assignment and sale had not be made.

Assignor also hereby sells, assigns, transfers and conveys unto Assignee its successors and assigns the right to sue for any and all infringement of the Patents occurring prior to the date of this Assignment.



## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of April 20, 2007 by and between Sorbx, LLC, a Nevada limited liability company ("Seller"), and Covidien AG, a Swiss company ("Covidien").

WHEREAS, Seller, the members of Seller, Tyco Healthcare Group LP ("Tyco Healthcare") and Covidien entered into an Asset Purchase Agreement of even date herewith (hereinafter the "Purchase Agreement"), pursuant to which Seller has agreed to sell, and Tyco Healthcare and Covidien have agreed to purchase, substantially all of the assets of Seller;

WHEREAS, Seller wishes to assign the Transferred IP (as defined in the Purchase Agreement) to Covidien and Covidien wishes to accept the assignment of such Transferred IP;

WHEREAS, the Transferred IP to be assigned by Seller to Covidien pursuant to the Purchase Agreement includes, without limitation, the U.S. patent applications listed on Schedule A attached hereto, all patents issuing therefrom and all foreign counterparts thereof, together with all continuations, continuations-in-part, divisionals, renewals, reissues, extensions, and reexaminations, and any application that claims priority to any of the foregoing;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby assigns and transfers to Covidien all right, title and interest of Seller in and to the Transferred IP, including the right to seek and obtain for Covidien's own benefit injunctive relief and recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

Seller covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Seller further covenants that Seller will, upon Covidien's request, promptly execute and deliver to Covidien or its legal representative any and all papers or instruments required to maintain and enforce the Transferred IP which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Seller and Covidien have executed this assignment as of the date first set forth above.

SORBX, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COVIDIEN AG

By:  \_\_\_\_\_

Name: Michelle Glauser

Title: Managing Director

By:  \_\_\_\_\_

Name: Hakan Olsson

Title: Member of the Board

Seller covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Seller further covenants that Seller will, upon Covidien's request, promptly execute and deliver to Covidien or its legal representative any and all papers or instruments required to maintain and enforce the Transferred IP which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Seller and Covidien have executed this assignment as of the date first set forth above.

SORBX, LLC

By: 

Name: John I. Shupp

Title: CEO

COVIDIEN AG

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### U.S. Patent Applications

1. Patent Application 20050240222 for surgery delivery device and mesh anchor filed April 27, 2004, Serial number 709297
2. Patent Application 20060129152 for Absorbable Anchor for Hernia Mesh Fixation filed December 12, 2004, Serial number 905020
3. Patent Application 20060129154 for Improved Absorbable Anchor for Hernia Mesh Fixation filed April 18, 2005, Serial number 907834
4. Patent Application 20070038220 for Absorbable Fastener for Hernia Mesh Fixation filed August 12, 2005, Serial number 161702


## ASSIGNMENT

1. Covidien AG, a Swiss Corporation with offices located at Victor von Bruns-Strasse 19 8212 Neuhausen am Rheinfall, Switzerland (hereinafter "Assignor"), is an owner of the US patent applications listed in schedule A; and
2. Tyco Healthcare Group LP, a United States Limited Partnership with offices located at 15 Hampshire Street, Mansfield, Massachusetts 02048 (hereinafter "Assignee"), wants to acquire the assignor's full interest in the US patent applications listed in Schedule A;
3. For sufficient money and other good and valuable consideration paid by Assignee to Assignor, receipt of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the full interest of Assignor's right, title and interest in the US patent applications listed in schedule A as well as in all continuation applications, all divisional applications, all re-examination applications, all re-issue applications, and in all patents issuing from the aforementioned applications (hereinafter collectively "Patent Property").
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue United States patents which may be granted upon the United States patent applications to Assignee.
5. Assignor hereby agrees to execute, without further consideration, any further documents deemed necessary by Assignee to fully secure its interest in the Patent Property.
6. Assignor covenants that Assignor has granted no right or license to make, use or sell the Patent Property to anyone except Assignee; Assignor's right, title and interest in the Patent Property has not been previously encumbered; and Assignor has not executed and will not execute any instrument in conflict herewith.

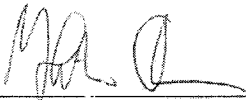


7. IN WITNESS WHEREOF, Assignor executes this document on  
May 7, 2008. This assignment is effective  
\_\_\_\_\_, \_\_\_\_\_.

Covidien AG

  
\_\_\_\_\_  
Signature  
Name: Michelle Glauser  
Title: Managing Director

Covidien AG

  
\_\_\_\_\_  
Signature (Witness)  
Name: Hakan Olsson  
Title: Board Director

### Schedule A

#### U.S. Patent Applications

1. Patent Application 20050240222 for surgery delivery device and mesh anchor filed April 27, 2004, Serial number 709297
2. Patent Application 20060129152 for Absorbable Anchor for Hernia Mesh Fixation filed December 12, 2004, Serial number 905020
3. Patent Application 20060129154 for Improved Absorbable Anchor for Hernia Mesh Fixation filed April 18, 2005, Serial Number 907834
4. Patent Application 20070038220 for Absorbable Fastener For Hernia Mesh Fixation filed August 12, 2005, Serial number 161702